

## **Exhibit 36**



May 13, 2019

Michelle R. Mangrum

**via e-mail: igoldberg@bkscal.com**

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Re: *Richard Abbott v. Colgate Palmolive Company, et al.*, Case No. BC691327  
(Superior Court of the State of California, County of Los Angeles)

Dear Mr. Goldberg:

This letter is in response to your May 13, 2019 e-mail requesting defense and indemnification for Safeway, Inc. ("Safeway") in the above-referenced matter. Johnson & Johnson Consumer Inc. ("JJCI"), is responsible for certain products at issue for relevant time periods in the above-referenced matter. As such, JJCI is the proper party to respond to your request.

JJCI will accept Safeway's tender of its defense and will indemnify Safeway in the above-referenced matter with regard to the products that were manufactured by JJCI, subject to and contingent upon Safeway's acceptance of the terms and conditions set forth below. "Safeway" as used in this agreement includes Safeway, Inc., and its affiliates and subsidiaries named now or in the future in the above-referenced lawsuit.

#### **TERMS AND CONDITIONS OF ACCEPTANCE OF TENDER**

1. Acceptance of Safeway's tender of defense is based on claims alleged in plaintiff's complaint, the assumption that the JJCI products to which plaintiff's decedent Cecilia Abbott ("decedent") was allegedly exposed ("Johnson's Baby Powder and Shower to Shower," hereinafter "JJCI subject products") were manufactured by JJCI (or on JJCI's behalf), and that the JJCI subject products were purchased from Safeway. JJCI expressly reserves its rights to re-evaluate this acceptance should new facts come to light indicating that the above assumptions are incorrect, that the claim arises as a result of the negligent or intentional acts of Safeway, its employees, agents, or servants, or any other appropriate bases determined in the future. JJCI accepts Safeway's request for indemnification only as to claims alleged in plaintiff's complaint related to Safeway's sale of the JJCI subject products at issue in this case.